

## *St. Louis City Ordinance 64072*

FLOOR SUBSTITUTE

BOARD BILL NO. [97] 79

INTRODUCED BY ALDERMAN DANIEL J. MCGUIRE

An Ordinance recommended and approved by the Board of Estimate and Apportionment authorizing and directing the Comptroller of the City of St. Louis (the **City**) to enter into and execute, on behalf of the City, a first amendment to the Contract Service Agreement for Long Distance Public Pay Coin Telephone Service, between the City and AT&T (the **Concessionaire**) dated May 1, 1994 (the **Agreement**), which was authorized under Ordinance 63117 approved March 17, 1994; this first amendment to the Agreement, extends the Term of the Agreement by one year to April 30, 1998; and containing an emergency clause.

WHEREAS, the City of St. Louis (the **City**) and AT&T (**Concessionaire**) are parties to the Contract Service Agreement for Long Distance Public Pay Coin Telephone Service (**Agreement**) dated May 1, 1994 (the **Agreement**), which was authorized under Ordinance 63117 approved March 17, 1994;

WHEREAS, the City and Concessionaire for their mutual benefit desire to extend the Term of the Agreement one (1) year to April 30, 1998, to provide time to assimilate ongoing changes in the telecommunications industry resulting from the Federal Telecommunication Act of 1996 and the ensuing FCC Regulations; and

WHEREAS, the City and Concessionaire desire for their mutual benefit to amend the Agreement to provide for the aforementioned change by amending Section 2 of the Agreement.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

SECTION-ONE. The Comptroller is hereby authorized and directed to enter into and execute on behalf of the City of St. Louis (the **City**), a first amendment to the Contract Service Agreement for Long Distance Public Pay Coin Telephone Service, between the City and American Telephone & Telegraph Corporation (the **Concessionaire**) dated May 1, 1995 (the **Agreement**), which was authorized under Ordinance 63117 approved March 17, 1994; this first amendment to the Agreement, is to read in words and

figures as set out in Attachment 1 which is attached hereto and made a part hereof.

SECTION TWO. This being an Ordinance for the preservation of public peace, health, or safety, it is hereby declared an emergency measure as designed in Article IV, Sections 19 and 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City of St. Louis.

#### Attachment 1

### FIRST AMENDMENT TO CONTRACT SERVICE AGREEMENT FOR LONG DISTANCE PUBLIC PAY COIN TELEPHONE SERVICE

THIS FIRST AMENDMENT, entered into this \_\_\_\_ day of \_\_\_\_\_, 1997, (◆First Amendment◆) by and between the CITY OF ST. LOUIS, a municipal corporation of the State of Missouri (◆City◆), and AT&T, a company of the State of \_\_\_\_\_ (the ◆Concessionaire◆)

#### WITNESSETH THAT:

WHEREAS, City and Concessionaire are parties to a Contract Service Agreement for Long Distance Public Pay Coin Telephone Service (the ◆Agreement◆), dated May 1, 1994, and authorized by Ordinance 63117 approved on March 17, 1994; and

WHEREAS, City and Concessionaire desire to extend the Agreement for one year to provide time to assimilate ongoing changes in the telecommunications industry resulting from the Federal Telecommunications Act of 1996 and ensuing FCC Regulations,

NOW THEREFORE, for and in consideration of the promises, and of the mutual covenants and agreements herein contained, and other valuable considerations, City and Concessionaire agree as follows:

1. Section 2(A) of the existing Agreement is hereby deleted in its entirety and replaced with the following Section:

Section 2(A). The term of this Agreement shall commence on the first day of the month following the date the City fully executes this Agreement and will end on April 30, 1998 unless sooner terminated in accordance with other provisions of this Agreement.

2. Section 3 (Fee) of the existing Agreement is hereby deleted in its entirety and replaced with the following Section:

Section 3. Fee. Provider agrees to pay to the Comptroller a sum equal to the greater of the Minimum Annual Guarantee of \$30,000, prorated by months for Contract Years less than twelve (12) months, or a Percentage fee of Provider's annual gross revenue of 26%.

2. All other terms and conditions of the Agreement are hereby ratified and approved and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns have executed this First Amendment as of the day and year first above written.

Pursuant to City of St. Louis Ordinance \_\_\_\_\_ approved \_\_\_\_\_.

The foregoing First Amendment was approved by the Board of Estimate and Apportionment at its meeting on the \_\_\_\_ day of \_\_\_\_\_, 1997.

\_\_\_\_\_  
Secretary Date

Board of Estimate & Apportionment

CITY	CONCESSIONAIRE
APPROVED AS TO FORM:	AT&T

\_\_\_\_\_  
City Counselor Date  
City of St. Louis

\_\_\_\_\_  
Title:  
Date:

\_\_\_\_\_  
Comptroller Date  
City of St. Louis

\_\_\_\_\_  
Register Date  
City of St. Louis

\_\_\_\_\_  
Comptroller Date  
City of St. Louis

\_\_\_\_\_  
Register Date  
City of St. Louis

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
05/09/97	05/09/97	T&C		
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
05/09/97			05/16/97	05/23/97
ORDINANCE	VETOED		VETO OVR	
64072				

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